

PepTalk

Expert Terms of Service

Last updated 14 July 2021.

1. INTRODUCTION.

- 1.1 Thank you for signing up to be a PepTalk Expert. PepTalk agrees to treat all Experts in a fair and equitable manner, and shall pay Experts for the Expert Services (later defined) properly provided in accordance with these terms.
- 1.2 By signing up as a PepTalk Expert and using the PepTalk platform (the “Platform”), you (“You”/ “you” / the “Expert”) represent and warrant that you have **read, understand and agree to be bound by** these Terms of Service (the “TOS”), the Website Terms of Use and the Privacy Policy (together the “Key Terms”).
- 1.3 **PLEASE READ ALL KEY TERMS CAREFULLY AND MAKE SURE YOU UNDERSTAND THEM BEFORE USING/CONTINUING TO USE THE PLATFORM.**
- 1.4 **IMPORTANT NOTICE – IF YOU RESIDE IN THE UNITED STATES OR CANADA PLEASE READ THE FOLLOWING REGARDING CLAIMS AND AGREEMENT TO ARBITRATE.**
FOR ALL EXPERTS RESIDING IN THE UNITED STATES AND CANADA, PLEASE BE ADVISED: THESE TOS CONTAIN CERTAIN DISCLAIMERS AND LIMITATIONS ON OUR LIABILITY, AND A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH WAIVES YOUR RIGHT TO SUE IN COURT OR SEEK A JURY TRIAL FOR DISPUTES RELATING TO YOUR USE OF THE PLATFORM. IF YOU DO NOT AGREE TO SUCH TERMS, PLEASE DO NOT USE THE PLATFORM.
- 1.5 You are contracting with The Peptalk Co, with offices at 188 Grand Street, Unit 241, New York, NY 10013 (“PepTalk” / “We” / “Us”).

2. ELIGIBILITY.

- 2.1 You represent and warrant:
 - 2.1.1 that you are aged over 18 years old (or the age of majority in the State in which you reside, if higher);
 - 2.1.2 that you have not been banned or otherwise prohibited from using any aspect of the Platform by Us or any third party;
 - 2.1.3 that you are not a convicted sex offender;
 - 2.1.4 that you have not and will not use a false identity or provide false information at any point during your sign-up for, and provision of, Expert Services.
- 2.2 PepTalk shall have the ultimate approval, in its discretion, as to whether an Expert is accepted on to the Platform.

3. INTERPRETATION.

In these TOS:

- 3.1 clause headings are for convenience only and shall not affect the interpretation of these TOS;
- 3.2 use of the singular includes the plural, and vice versa;
- 3.3 any reference to a statute or statutory provision (“**Legislation**”) is reference to such Legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such Legislation;
- 3.4 any phrase introduced by the terms “including”, “include” or any similar expression shall be construed as illustrative and shall not limit the words preceding those terms;
- 3.5 in writing includes by email, unless otherwise indicated.

4. ONBOARDING AS AN EXPERT & PROVISION OF SERVICES

- 4.1 You shall promptly provide PepTalk with the following profile information, or such other information as reasonably requested by PepTalk : (i) name; (ii) short biography and areas of expertise; (iii) location; (iv) photograph; (v) Expert’s interest in one-to-one, team talks and/or keynote speaking; and (vi) suggested pricing information per 10 (ten) minutes (the “**Expert Information**”). Your name, photograph and biography are referred to herein as “**Expert IP**”.
- 4.2 Once the Expert Information is uploaded and you are successfully onboarded to the Platform (or you agree with PepTalk to remain hidden, if applicable), you will be eligible to receive booking enquiries for Expert

Services (as defined below) from users of the Platform (“Users”) via an engagement request submitted through the Platform or direct to a PepTalk representative (an “Engagement Request”).

- 4.3 Upon receipt of an Engagement Request, you shall either respond to the enquiry yourself, or PepTalk will liaise with you (or your agent if applicable) to agree the terms (including financial), or suggest alternative dates and times as may be required. You agree to use reasonable endeavours to promptly confirm details of the Engagement Request (the “Expert Approval”), following receipt of which PepTalk will issue a standard engagement contract between PepTalk and the User for the agreed Expert Services (the “Engagement Contract”). Upon execution of the Engagement Contract (or on such other mutually agreed date), the booking is confirmed (referred to from hereon in as a “Confirmed Engagement”) and will be legally binding upon you.
- 4.4 Notwithstanding the foregoing, there may be certain Engagement Requests that PepTalk determine not to issue Engagement Contracts for. This does not affect the fact that once you have provided your Expert Approval, the booking is treated as a Confirmed Engagement and all terms of these TOS will remain applicable to you.
- 4.5 Each Engagement Contract, or such other booking confirmation as may be provided in accordance with clause 4.4, will confirm the brief for the Expert Services required at the applicable Confirmed Engagement, and whether to single Users or groups of Users. You should ensure that you properly prepare for all Confirmed Engagements.
- 4.6 As used herein, “Expert Services” shall mean Expert’s provision of personalised live two-way video coaching and/or speaking services and engagements to help guide and develop Users for the purposes of overcoming personal challenges, reaching certain goals, obtaining experience-based advice, improving workplace wellbeing, and/or receiving general motivation. The Expert Services shall be made available via the Platform (or such other platform as required by PepTalk or the User from time to time, for example per a User request to use another two/multi-way video platform to conduct the Confirmed Engagements). The Expert Services provided at Confirmed Engagements shall be referred to herein as “Expert Sessions”.
- 4.7 Upon request, PepTalk will provide you with assets that you may share on your social channels or otherwise in your network to maximise Confirmed Engagements.

5. **GRANT OF RIGHTS & OWNERSHIP.**

- 5.1 You hereby grant PepTalk a non-exclusive, royalty-free, fully-paid, unlimited, worldwide, sublicensable, perpetual and irrevocable license, in any and all manner and media, whether now known or hereinafter invented or devised, to use, reproduce, license, distribute, modify, adapt, reformat, publicly perform, publicly display, create derivative works of, and otherwise use the Talent IP for the purposes of operating, providing, developing, promoting, marketing and advertising the Platform.
- 5.2 You hereby grant PepTalk an exclusive, royalty-free, fully-paid, unlimited, worldwide, sublicensable, perpetual and irrevocable license to any right, title and interest in and to the Expert Content that you may have from time to time (the “Licensed Expert Content”), in any and all manner and media, whether now known or hereinafter invented or devised, to use, reproduce, license, distribute, modify, adapt, reformat, publicly perform, publicly display, create derivative works of, and otherwise use the Licensed Expert Content for the purposes of: (i) operating, providing and developing the Platform; and (ii) promoting, marketing and advertising the Platform (a “Commercial Purpose”). NOTWITHSTANDING THE FOREGOING, PEPTALK SHALL ONLY BE ENTITLED TO USE UP TO TWENTY (20) SECONDS OF LICENSED EXPERT CONTENT (THE “LICENSED CLIP”) FOR ANY COMMERCIAL PURPOSE, AND PEPTALK SHALL SEEK THE EXPERT’S APPROVAL OVER THE CHOICE OF LICENSED CLIP TO BE USED IN SUCH COMMERCIAL PURPOSE.
- 5.3 No compensation will be paid to You should PepTalk use any Expert Information and/or any Licensed Expert Content in the manner outlined in clause 5.1 or 5.2.
- 5.4 PepTalk and/or its licensors own all right, title, and interest in and to: (i) the Platform, including the “look and feel” of the Platform, including all software, ideas, processes, data, text, media, and other content available on the Platform (the “PepTalk Content”); (ii) Our trademarks, logos, and branding (the “Marks”); and (iii) the Recordings (as defined in clause 10.2). The Platform, the PepTalk Content the Marks and the Recordings are each protected under U.S. and international laws. You may not duplicate, copy, or reuse any portion of PepTalk Content or the Recordings, or use the Marks without our prior express written consent.
- 5.5 PepTalk wishes to avoid the possibility of misunderstandings if a project developed by us, our employees, or our contractors might seem similar to material submitted to us by you or a third party. To the extent you submit any ideas, suggestions, proposals, plans, or other materials related to our business (individually, and collectively, “Submissions”), you acknowledge and agree that you are submitting those Submissions at your own risk and that PepTalk has no obligation (including of confidentiality or privacy) with respect to those submissions, and you grant to PepTalk a non-exclusive, royalty-free, fully paid, unlimited, worldwide,

sublicensable, perpetual, and irrevocable license, in any and all manner and media, whether now known or hereinafter invented or devised, to reproduce, license, distribute, modify, adapt, publicly perform, publicly display, create derivative works of (for example, translations, adaptations, or other changes), and otherwise use and exploit in any manner (including commercially), any and all Submissions.

5.6 You hereby waive any and all moral rights or “droit moral” that you may have in (i) and Licensed Clip exclusively licensed to PepTalk pursuant to clause 5.2; or (ii) Submissions, and you represent and warrant that no third party has any moral, “droit moral” or other rights in the Licensed Clip or Submissions.

6. NO RECORDING OR OTHER USE OF THE EXPERT CONTENT.

6.1 You are prohibited from: (i) recording any Expert Session, or element thereof; and (ii) using any part of the Expert Content (including any Licensed Expert Content and any Licensed Clip) and/or the Recording (as defined in 10.2) for any purpose whatsoever without PepTalk’s express written consent in advance.

6.2 Unless agreed to contrary in the Engagement Contract, PepTalk will use reasonable endeavours to ensure that Expert Sessions are not recorded by Users, but cannot guarantee that illicit recordings of Expert Sessions, or elements thereof, will not ever be available in the public domain.

6.3 PepTalk will provide reasonable assistance in the takedown of any recorded Expert Sessions from the public domain, and will seek to take action against those responsible (which could include banning an Expert or a User from the Platform).

7. FEE AND PAYMENT.

7.1 As remuneration for your proper provision of Expert Sessions in accordance with these TOS, PepTalk will pay You either 85% (eighty five percent) (the “**Team Rate**”) or 75% (seventy five percent) (the “**One-to-One Rate**”) of the Net Session Fee in respect of each completed Expert Session (together, the “**Expert Fees**”). “**Net Session Fee**” is the fee agreed with PepTalk in respect of a completed Expert Session after the deduction of (i) any sales tax, VAT or similar, if applicable; and (ii) any applicable transaction fees, and shall not include any concierge or account management fee, which PepTalk may charge directly to the User in exchange for concierge programming support.

7.2 In determining whether You will be paid the Team Rate or the One-to-One Rate, PepTalk will look at the following criteria, but for the avoidance of doubt, PepTalk shall be entitled to exercise its absolute discretion in determining the aforementioned revenue share. You should confirm this with PepTalk prior to providing your Expert Approval..

(a) Team Rate criteria: Expert Session conducted via a third-party platform; Expert Session provided to teams rather than individuals.

(b) Typical One-to-One Rate criteria: Expert Session conducted on the Platform; booking process for the Expert Session is managed through the Platform; Expert Session provided on an individual basis.

7.3 The Expert Fees represent the full and final payment to You for all Expert Sessions actually provided hereunder, and no further payment shall be made to You in respect of such Expert Sessions, or rights granted to PepTalk in any of the Key Terms (including those rights granted to PepTalk by you in clause 5.1 and 5.2). For the avoidance of doubt, the Expert Sessions and any grant of rights hereunder are NOT covered by any guild, union, collective bargaining, or similar agreement and there will be NO residual or any other type of payment due to You in respect thereof.

7.5 For the avoidance of doubt, PepTalk (or any User) will not: (i) make any deduction to payments made to you for any fees, commissions, costs, expenses, or payments of any kind to or with respect to any third party, including any manager, agent, attorney, representative, or service provider, in connection with any revenue earned by or payments made to you in connection with the Expert Services; and (iii) PepTalk (or any User) is not responsible for and will not make any contributions, payments, taxes, or deductions for Social Security, retirement benefits, unemployment insurance, annuities, or pension or welfare fund payments required by law or any labor union, or any withholding or income taxes.

7.6 PepTalk makes no guarantees as to Your potential earnings pursuant to: (i) the offering of your Expert Services via the Platform; and (ii) your participation in the Referral Scheme.

8. WARRANTIES

8.1 In addition to the representations, undertakings and warranties given by you elsewhere in these TOS, you hereby represent, undertake and warrant that:

- 8.1.1 You have full right and authority to enter into these TOS and provide the Expert Services and that your agreement to these TOS and the provision of any services by you does not violate any agreement that you may have with any third party;
- 8.1.2 You meet the eligibility requirements set out in clause 2;
- 8.1.3 You are solely responsible for the content of any Expert Services you provide;
- 8.1.4 You will provide the Expert Services to the best of your ability and skill and in the spirit of coaching and mentorship (i.e. safe, positive, encouraging and useful) and, despite any User request to the contrary (either express or implied):
 - 8.1.4.1 the Expert Content will not contain anything that is, or incite any behaviour that is, or could be seen to be, explicitly or implicitly illegal, immoral, derogatory, defamatory, racist, sexist, indecent, harassing, harmful (to reputation or otherwise), abusive, pornographic, obscene or otherwise objectionable (including nudity) nor will it violate and law, regulation or court order;
 - 8.1.4.2 the Expert Content will not, or will not purport to, contain any professional advice (including: legal, financial, medical);
 - 8.1.4.3 the Expert Content and the Talent IP do not infringe or in any way violate, infringe or misappropriate the intellectual property rights, privacy or other rights of any third party and you have the right to grant the rights in the Expert Content as described in these TOS;
 - 8.1.4.4 you will not solicit or endeavour to solicit any business, payments or other expenditure (including donations or other charitable giving) from a User for any reason whatsoever.
- 8.2 Further in providing the Expert Services and the Expert Sessions, you will ensure that through (i) your involvement in PepTalk; and (ii) your provision of the Expert Services you will not, despite any User Request to the contrary, (either express or implied):
 - 8.2.1 provide the Expert Services for or on behalf of any third party (including your employer);
 - 8.2.2 act dishonestly, which includes impersonating another person;
 - 8.2.3 engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Platform, including from any User;
 - 8.2.4 transmit any virus, other computer instruction, or technological means intended to, or that may, disrupt, damage, or interfere with the use of computers or related systems;
 - 8.2.5 stalk, harass, threaten, or harm any third party;
 - 8.2.6 participate in any fraudulent or illegal activity, including phishing, money laundering, or fraud;
 - 8.2.7 access the Platform to obtain information to build a similar or competitive website, application, or service;
 - 8.2.8 attempt to disassemble, or reverse engineer any of the software or other underlying code used on the Platform; or
 - 8.2.9 advocate, encourage, or assist any third party in doing any of the foregoing.
- 8.3 Any violation of this clause 8 is grounds for immediate termination of these TOS and your right to use the Platform.

9 INDEMNITY.

- 9.1 You shall indemnify, defend and hold harmless PepTalk and its parents, subsidiaries, affiliates, officers, employees, directors, shareholders, agents and partners (each an “**Indemnified Party**”) from and against any and all claims, costs, proceedings, demands, losses, damages and expenses (including legal fees and other costs) of any kind of any nature, arising from out of, in connection with, or relating to: (a) any actual or alleged breach of these TOS (including of any warranty contained herein) or of the terms of an Engagement Contract entered into pursuant to an Expert Approval, by you or anyone using your PepTalk account; b) any actual or alleged violation of any laws or regulations or infringement of any rights of any third party by you or anyone using your PepTalk account; c) your negligence, misconduct, or fraud; (d) any action or inaction by you or anyone acting on your behalf, including under an Engagement Contract.. PepTalk shall have the right to select legal counsel and representation in their discretion to be paid for by you in respect of the above indemnification by You. You will cooperate with PepTalk in connection with this indemnification.

10 OUR RIGHT TO MONITOR AND INVESTIGATE.

- 10.1 You acknowledge and agree that we are not obligated to monitor access to or use of the Platform by you, Users or third parties (including monitoring, recording and retaining Expert Content), but we have the right to do so in order to operate the Platform safely and securely, to ensure compliance with these TOS, to comply with applicable law, regulation, court order, or other legal, administrative, or regulatory request or for any other reason.
- 10.2 Any recordings created pursuant to clause 10.1 (the “**Recordings**”) will be retained by Us for a minimum of 150 days.
- 10.3 YOU AGREE TO REPORT ANY MISCONDUCT OR SUSPICIOUS BEHAVIOUR OBSERVED DURING A COACHING SESSION TO PEPTALK WITHOUT DELAY. FURTHERMORE, PLEASE DO NOT STAY IN A COACHING SESSION WHERE THE CONDUCT OF A USER MAKES YOU FEEL UNCOMFORTABLE (see also clause 14.1).

11 INSURANCE.

- 11.1 You acknowledge that your actions (including those of negligence or misconduct) are not covered by any insurances in place by PepTalk from time to time, and that all Expert Services are provided at your own risk. YOU ARE LIABLE FOR YOUR OWN ACTIONS, INACTIONS, OMISSIONS AND ALL EXPERT CONTENT. You must satisfy yourself that you maintain appropriate insurance policies (relating to professional liability, general liability or otherwise) covering the Expert Services you provide hereunder with a reputable insurer. PepTalk may seek evidence of such insurance from time to time.

12 REFERRAL SCHEME.

- 12.1 In the event that you successfully refer a coach (a “**Referred Expert**”) to the Platform in accordance with the Referral Requirements set out below, PepTalk will pay you the Referral Fee (the “**Referral Scheme**”).
- 12.2 In order to qualify for payment of the Referral Fee, the following requirements (the “**Referral Requirements**”) must be met:
 - 12.2.1 You must contact PepTalk with the name of the Referred Expert(es) in advance of the Referred Expert(es) signing up to be a coach on the Platform;
 - 12.2.2 The Referred Expert must not previously have acted as a coach on the Platform, nor have been previously referred as a coach by PepTalk or any other third party;
 - 12.2.3 The Referred Expert must then sign-up as a coach on the Platform and pass the PepTalk approval process (such approval being determined in PepTalk’s absolute discretion);
 - 12.2.4 The Referred Expert must successfully provide Expert Services within twelve (12) months of their acceptance on the Platform (the “**Referral Period**”);
 - 12.2.5 You may only use this Referral Scheme for personal purposes, and not seek to operate the Referral Scheme as a business or with contacts outside of your friends, family or personal network.
- 12.3 The “**Referral Fee**” equates to 2% of the Net Session Fee attributable to Expert Services provided by the Referred Expert during the Referral Period. For the avoidance of doubt, the Referral Fee shall be taken from PepTalk’s share of the Net Session Fee, and shall not affect the Referred Expert’s share.
- 12.4 Any Referral Fee due to you shall be paid on a monthly basis.
- 12.5 PepTalk reserves the right to amend or withdraw this Referral Scheme at any time, and further reserves the right to disqualify you from the Referral Scheme at any time in our sole discretion if you fail to comply with the Referral Requirements.
- 12.6 By participating in the Referral Scheme, you agree to release and hold harmless PepTalk from any and all economic liability, claims, damages, loss, harm, costs or expenses that arise or relate in any way to this Referral Scheme.

13 TERMINATION AND DISCONTINUATION OF SERVICES.

- 13.1 **Termination by you:** You are free to stop using the Platform at any time provided that you:
 - 13.1.1 complete or cancel any outstanding Expert Sessions;
 - 13.1.2 do not accept any further User Requests beyond your chosen leaving date; and
 - 13.1.3 promptly notify PepTalk who can close your PepTalk account so that no further Expert Services can be booked with you.
- 13.2 **Termination by us:** We reserve the right to suspend or terminate your access to the Platform (with or without notice, and in Our discretion) if:

- 13.2.1 you are in breach of any term of these TOS, including without limitation a breach of any of the warranties you give in clause 8, or if PepTalk believes you have otherwise violated or acted inconsistently with the letter or spirit of these TOS;
 - 13.2.2 you use the Platform in a manner that would cause, or is a risk of, harm or loss to others;
 - 13.2.3 you, in the reasonable opinion of PepTalk, do, say or involve yourself in anything, directly or indirectly, that could bring PepTalk into public disrepute (including without limitation, your involvement in public scandal or criminal activity);
 - 13.2.4 you, in the reasonable opinion of PepTalk, repeatedly refuse to participate in the spirit of the Platform (including missing, being late for or receiving poor feedback in respect of Expert Sessions;
 - 13.2.5 you haven't participated in an Expert Session for six (6) months.
- 13.3 **Discontinuation of Service:** We may decide to discontinue the Platform for any reason. If so, we will use reasonable endeavours to give Experts reasonable notice prior to the closing date so that all Expert Services can be completed during that period.
- 13.4 **Effect of Termination or Discontinuation:** Any Expert Services not provided as at the date of Termination or Discontinuation shall be cancelled (the "**Cancelled Services**") and any Expert Fees previously paid in respect of such Cancelled Services shall be refunded to the User and no payment in respect of those Cancelled Services shall be made to You.

14 LIMIT OF LIABILITY.

- 14.1 You acknowledge and agree that when using the Platform, you may be exposed to video sessions with a variety of Users, and that PepTalk is not responsible for any content contained therein (including the accuracy, usefulness, safety, legality, or intellectual property rights of or relating to any such content). You further understand and acknowledge that you may be exposed to video sessions with individuals containing content that is inaccurate, offensive, indecent, objectionable, or harassing (together "**Undesirable Content**"), and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against PepTalk with respect thereto. The sole remedy available to you against PepTalk in respect of such exposure to Undesirable Content is for you to immediately terminate the Expert Session and promptly (within 12 hours) report the incident to PepTalk (via www.getapaptalk.com/us/contact).
- 14.2 YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH ANY OTHER USER IN CONNECTION WITH THE PLATFORM, AND PEPTALK WILL HAVE NO LIABILITY OR RESPONSIBILITY WITH RESPECT THERETO.
- 14.3 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL PEPTALK BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, REVENUE, OR DATA) OR FOR THE COST OF OBTAINING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH ANY KEY TERMS, HOWEVER CAUSED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT PEPTALK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.4 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER THESE TERMS, INCLUDING FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO \$100.
- 14.5 Certain jurisdictions do not allow the exclusion or limitation of certain damages. If those laws apply to you, some or all of the above exclusions or limitations may not apply to you, and you might have additional rights.
- 14.6 You agree that the limitations of damages set forth above are fundamental elements of the basis of the bargain between PepTalk and you.

15 THIRD PARTY PRODUCT.

- 15.1 From time to time you may be asked to utilise third party software/programmes ("**Third Party Product**") (for example to fulfil an Engagement Request), and may therefore be required to accept that third party's own terms of service/use ("**Third Party Terms**"). If You cannot agree to the Third Party Terms, please do not provide Expert Approval for such Engagement Request. PepTalk accepts no liability for the contents of the Third Party Terms, nor Your use of any Third Party Product.

16 NO WARRANTY.

- 16.1 PepTalk provides the Platform “as is” and to the fullest extent permitted by law makes no warranties (express or implied) as to the Platform and its suitability or fitness for purpose.
- 16.2 PEPTALK DOES NOT PROMISE THAT THE PLATFORM OR ANY CONTENT, SERVICE OR FEATURE OF THE PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE PLATFORM WILL PROVIDE SPECIFIC RESULTS. THE PLATFORM AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE PLATFORM IS SUBJECT TO CHANGE WITHOUT NOTICE. FURTHERMORE, PEPTALK CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE PLATFORM WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. PEPTALK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PEPTALK FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE PLATFORM AND/OR ANY PEPTALK SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE PLATFORM AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST PEPTALK FOR DISSATISFACTION WITH THE PLATFORM OR ANY CONTENT IS TO STOP USING THE PLATFORM OR ANY SUCH CONTENT.

17 FORCE MAJEURE.

- 17.1 Under no circumstances will PepTalk be liable for any delay or failure in performance due in whole or in part to any acts of God, earthquakes, unavoidable accidents, law, rules, regulations or orders of government authorities, acts of war (declared or not), terrorism, hostilities, blockades, civil disturbances, embargoes, strikes or any other event beyond the reasonable control of PepTalk.

18 ARBITRATION AND WAIVER OF CERTAIN RIGHTS.

- 18.1 ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TOS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN An EXPERT AND PEPTALK (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL BASIS) WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND IN ACCEPTING THESE TOS, ALL EXPERTS WAIVE THEIR RIGHT TO A TRIAL BY A JURY.
- 18.2 You further agree that any arbitration under this agreement will take place on an individual basis; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND IN ACCEPTING THESE TOS, ALL EXPERTS AGREE TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

19 GOVERNING LAW.

- 19.1 These TOS and any dispute or claim arising out of or in connection with them including contractual and non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of the State of New York.
- 19.2 Notwithstanding the foregoing, if you are a resident of the European Economic Area, and any dispute or claim arising out of or in connection with them including contractual and non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England.

20 MODIFICATIONS.

- 20.1 We may revise these TOS at any time in order to reflect various updates, including:
- 20.1.1 Changes and/or improvements to the Platform;
 - 20.1.2 Changes to relevant law and/or regulation.
- 20.2 In the event that an abovementioned modification affects an Expert’s use of the Platform and or their legal rights or obligations, we will notify You via the email address affiliated with Your Expert account (the “**Update Notification**”). These TOS will be updated no less than 30 days following the date upon which the Update Notification is sent by Us, unless we are required by law to act earlier.
- 20.3 If you do not wish to accept the updated TOS, please complete any outstanding Expert Services and cancel your account before they take effect. PLEASE NOTE that by continuing to use the Platform once the updated TOS take effect, you are deemed to have accepted them and they shall replace these TOS in governing the provision of your Expert Services.

21 OTHER IMPORTANT TERMS.

- 21.1 **Entire Agreement:** These TOS constitute the entire agreement between PepTalk and You and supersedes any and all previous or contemporaneous agreements between them relating to the Expert Services (whether written, oral or otherwise). You acknowledge that in entering into these TOS, you have not relied upon, and shall have no remedy in respect of any statement, warranty, assurance or representation of PepTalk, other than as set out in these TOS. Nothing in this clause is intended to limit or exclude PepTalk's liability for fraudulent misrepresentation.
- 21.2 **No Third-Party Rights:** No third-party rights are created, nor intended to be created, by these TOS.
- 21.3 **No Partnership:** PepTalk and You enter these TOS as independent contractors and not as: (i) employer and employee; (ii) principal and agent; (iii) partners; (iv) joint venturers; or (v) in any other capacity.
- 21.4 **Confidentiality:** In the event that You become party to confidential information concerning PepTalk (which may include information on its financial or business affairs) you agree not to disclose such confidential information other than to your professional advisors (on a need to know basis) or as required by law.
- 21.5 **Waiver and Severability:** Any failure by PepTalk to enforce any provision of these TOS is not a waiver of any right to do so later. In addition, if a provision of these TOS is later found to be unenforceable, such provision will be replaced with a reasonable substitution to reflect PepTalk's intention, and all remaining provisions of the TOS shall remain in full force and effect.
- 21.6 **Assignment:** You may not assign any of your rights or obligations under these TOS, and any attempt to do so shall be void. PepTalk may assign any rights or obligations under these TOS in its absolute discretion.